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## PART I

## SECTION 8. PREMIUM COMPENSATION

8-1. PREMIUM COMPENSATION FOR ADMINISTRATIVELY UNCONTROLLABLE OVERTIME (AUO)8-1.1 Statutory Limitation on Payment of Premium Pay

By statute, compensation in addition to basic salary such as overtime pay on an annual basis, hourly overtime pay, night differential pay, Sunday duty pay, and holiday pay may be paid only to the extent that they do not cause total compensation for any pay period to exceed the rate for GS-15, Step 10. Total compensation per pay period may not exceed this level.

8-1.2 Volume and Frequency of AUO

By statute, and related Federal regulations, premium pay on an annual basis for AUO must be at least 10 percent or at the most 25 percent of the basic pay rate of the individual involved, with the restriction that the maximum may not exceed 25 percent of the basic pay of the first step of Grade GS-10. An average overtime of at least three hours but not more than five hours per workweek qualifies for the 10 percent rate, an average of over five hours but not more than seven hours per workweek qualifies for the 15 percent rate, an average of over seven hours but not more than nine hours per workweek qualifies for the 20 percent rate, and to qualify for the 25 percent rate the individual must have an average of over nine hours per workweek. Since the requirement for the 25 percent maximum rates is over nine hours per week, accordingly the minimum to qualify for this rate is an average of one hour, forty-nine minutes per workday. If the overtime performance of an Agent over a Computation Period (12 pay periods) fails to meet this maximum requirement, [[he/she] will be placed in the percentage category which [his/her] actual overtime average justifies, at one of the percentages set out previously.

8-1.3 Changing Rate of AUO Compensation

AUO is paid at the rate of 10, 15, 20, or 25 percent of the base salary of GS-10 depending on the amount of overtime earned during a reported Computation Period.

8-1.3.1 Reporting Computation Period

Twelve pay periods consisting of a possible 120 workdays. AUO worked during these 12 pay periods is averaged and the rate of AUO compensation is determined by this average. (See 8-1.2 above.) For AUO purposes, the first Computation Period commenced 8-3-75 when our current monitoring system was adopted. After every 12 pay periods there is a Lag Period.

8-1.3.2 Lag Period

A three pay period adjustment period to provide for preparation and distribution of the AUO report Bureau-wide. This period is also used for review of this report and bringing to Headquarters' attention any errors or adjustments necessary in order to reach the correct overtime figures for each Agent eligible to receive AUO pay. Overtime earned during this Lag Period cannot effect change for the previous 12 pay period Computation Period, but is counted when averaging AUO for the following Computation Period. The Lag Period is followed by a four pay period Eligibility Period.

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8-1.3.3 Eligibility Period

Four pay periods. The rate of AUO compensation for a given Eligibility Period is determined by the average AUO earned during the preceding Reporting Computation Period. If an Agent's overtime is below one hour and forty-nine minutes for a Reporting Computation Period and this figure is not changed during the following Lag Period, that Agent will be paid the appropriate lesser amount of overtime pay during the next Eligibility Period. An Agent whose AUO rate of compensation is changed based on the average AUO worked during a Reporting Computation Period (12 pay periods) will be paid the new adjusted rate for Eligibility Period which follows (four pay periods). Every four pay periods the oldest four pay periods of the computation base of 12 pay periods of AUO earned will be deleted and the newest four pay periods of AUO added to the computation base, so that there will always be 12 pay periods as a computation base. After the oldest four pay periods are dropped and the newest four pay periods added the overtime for each Agent will be recomputed and a report disseminated Bureau-wide.

8-1.4 AUO Policy

The requirement for eligibility for such premium pay, aside from actual time performance, is that the related hours of duty are not subject to administrative control, and in order to satisfactorily discharge the duties of the position, an individual is required to perform substantial amounts of irregular or occasional overtime work. The responsibility of the employee for remaining on duty or returning to duty, when required by circumstances, must be a definite, official requirement of the position, not merely because the work performance is desirable, but because of compelling reasons, related to performance of [his/her] duties, of such a nature that failure to do so would constitute negligence. There must also be a definite basis for anticipating that such performance requirements in the position will continue over an appropriate future period.

8-1.5 Agents in Training Classes

(1) Trainees in New Agents' Class, during their attendance, will be ineligible for premium compensation at any rate for AUO since time spent as a trainee in scheduled training courses does not qualify for premium pay. [They will become eligible for AUO pay the first full pay period after they graduate from New Agents' Training. Since all pay periods start on Sundays, an Agent will automatically be certified as eligible to receive and will commence earning AUO payments effective on the Sunday beginning the first full pay period following the date of graduation from New Agents' Training.] Until the new Agent has completed a full Computation Period (12 pay periods), the Agent shall be certified eligible for the rate of AUO pay which past experience of previous occupants of that position indicates to be appropriate. In the case of the FBI, this has been demonstrated to be the 25 percent rate.

(2) Agents attending training classes, such as in-service training or specialized schools at the FBI Academy at Quantico, will be unable to claim credit for AUO pay purposes for overtime they may put in during those classes, such as night firearms training, since days spent receiving training do not qualify for AUO purposes. However, in computing their overtime average for the pay periods in question, the official workdays spent in such training should be excluded from the total workdays for the appropriate pay period.

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8-1.6 Limited Duty

Special Agents on limited duty because of physical conditions will be eligible to continue to receive premium compensation for the duration of their limited duty provided the limitation permits them to continue to perform overtime of the nature, quantity and frequency required by the law and regulations.

8-1.7 AUO - Reporting, on a Two Pay Period Basis8-1.7.1 AUO Reporting Period Card (FD-329)

Form FD-329 (AUO Reporting Period Card) is to be used by all field offices and FBIHQ, in recording and reporting information concerning AUO of Agents. All data is to be posted directly from registers and number three cards on this form, which is a computerized machine card similar to those used for time and attendance. It is noted that employees GS-16 and above are not required to maintain records for AUO purposes when the salary exceeds the pay cap and the employee does not receive AUO pay. However, each is required to keep the appropriate records required of lower grades to demonstrate entitlement when the GS-16 and above is eligible to receive AUO pay.

8-1.7.2 Explanation of the Various Parts of Form FD-329

(1) Information at the top of the card designated "Name," where "Assigned" by a corresponding code, "Social Security Number," "Pay Periods," "Pay Period Dates" and "Year" will be preprinted on this card at FBIHQ. The office designations for "Assigned" are the same as those which appear on time and attendance cards.

(2) "If Transferred" - If an Agent has been transferred, show new field office or section.

(3) "Squad Number" - This is an optional block which may or may not be used by the field office or FBIHQ division. If the reporting field office desires a breakdown, as by squad or section, an arbitrary common numerical designation should be given to each desired segment of the office; a criminal squad could be designated number 2, security squad number 3, applicant squad number 4, etc. If an office uses this block and designates any Agents in groups, as section or squad, all Agent personnel, without exception, assigned to the field office must be given some group designation, including officials. Individuals, such as SAC and ASAC or Assistant Director, who are not assigned to any particular one of the office breakdowns desired, should be given a common designation; as for instance: the number 1. They will then be so grouped in the tabulations which will be furnished. In filling in these blocks, any numerical designation desired by the field office or FBIHQ division may be utilized, provided not more than three digits are employed. No letters may be used.

(4) "Total Possible Workdays" - This is to consist of the total possible workdays in the two pay periods on the card (20 days) less time absent for such reasons as sick or annual leave, training,

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[ administrative leave including administrative leave for house hunting, and travel days taken in connection with a transfer. Workdays during which travel is performed for other purposes are to be counted as days worked when computing AUO. Holidays on which a full tour of duty is worked should be counted as days worked.

(5) The "Subtract Days Absent" is to be calculated by counting each 8 which appears under the "Hours Leave" and the "Hours Training" columns. The total of this calculation should be subtracted from the "Total Possible Workdays." To be dropped in computing AUO such days must be full days and the number 8 representing eight hours should be appropriately recorded in the proper columns, that is, in the "Hours Leave" or the "Hours Training" columns. Days on which regular overtime is earned, and the resulting overtime was previously approved and authorized by FBIHQ, should be recorded by placing an asterisk in the "Hours Training" column for that day.

(6) The "Net Total Days Worked" - Each day marked in the above manner, i.e., a total of eight hours leave and/or training for any one workday, or a day marked by an asterisk in the training column to signify regular overtime, should be subtracted from the "Total Possible Workdays" along with full days of leave and training to arrive at the "Net Total Days Worked," for AUO purposes.

(7) "Certified for Premium Pay" and "If Not Certified" - Every card without exception must have one of these four blocks checked, depending upon individual circumstances. If not certified for premium pay, reason must be checked. If the "Other" block is checked, show the reason on the reverse side of the card. An example would be that regular overtime was paid during the two pay periods in lieu of AUO. It should be emphasized that an Agent on limited duty for health reasons is eligible to receive AUO and should not automatically be checked "not certified."

(8) "Initials of Division Head" - These are to be the initials of [ the head of the division placed thereon, either by[himself/herself]personally or someone designated by[him/her]to do so, in the same manner as is done with time and attendance, the initials signifying the approval and acknowledgment of the correctness of the card and all entries.

(9) Columns in table - The columns in the table appearing in this card are as follows:

(a) "Day" - This refers to the individual days, i.e., Sunday through Saturday, for the two pay periods involved.

(b) "Hours Leave" - The hours absent on each day caused by such factors as leave, etc. "Hours Leave" may only be deducted from "Total Possible Work Days" to get the net total when taken in full increments of eight hours for any day. A combination of sick leave and annual leave which amounts to eight hours for any one day may be totaled to deduct one day. Entries should be made as necessary for each day in which leave hours are taken.

(c) "Overtime Minutes" - An entry is to be made for each day when overtime was performed in terms of minutes, not hours and minutes. At the end of the two pay periods, the total minutes appearing in these columns should be entered in the total overtime minutes column at the bottom of the card. By entering minutes instead of hours and minutes the division will

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be able to use conventional adding machines instead of having to convert back and forth from minutes to hours and minutes.

8-1.7.3 Additional Instructions for Completion of FD-329

Entries are to be made as required according to the day on which such entry is necessary. There must be a card prepared for each Agent regardless of whether he/she does or does not receive premium pay benefits. At the end of the two pay periods, after the field office has completed the cards, consisting of:

- (1) Showing new field office or section, if transferred;
- (2) Entering squad number, if such a breakdown by group is desired;
- (3) Indicating subtracted days;
- (4) Net total workdays obtained;
- (5) Checking whether or not certified for premium pay and if not certified, appropriate block showing reasons checked;

(6) The cards should then be initialed by the field office or division head and forwarded in a group for the entire office or division. Whether field or FBIHQ, they must be forwarded at one time. The cards need not be in particular order but if squad breakdown is requested they should be submitted by squad. Field office should mail these cards using the same method of transmission now used for time and attendance cards. [The AUO cards] should be forwarded to FBIHQ as quickly as possible following the close of the two pay periods in question. They will be processed by Voucher and Payroll Section in the order in which received. Delay in forwarding by the division will mean corresponding delay in furnishing the pay periods tabulation by Voucher and Payroll Section to the particular division. In no case should these cards be forwarded later than close of business of the the fifth working day following the two pay periods being reported. Each

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division head will be held responsible for completeness and accuracy of the information on these cards, including the totals at the end of the columns. The eligibility of premium pay benefits for Agents may be affected by inaccurate figures. If corrections are necessary on the original FD-329, a pink FD-329 should be submitted showing correct entries for the entire two pay periods.

8-1.7.4 Processing of Form FD-329

Upon receipt at FBIHQ, these cards will be processed, all calculations made, and tabulations rendered to the submitting division as follows, together with the new cards for the following two pay periods. FD-329 AUO cards are reviewed every four pay periods at FBIHQ at which time a report covering the previous computation period is disseminated Bureau-wide. The four pay period report is broken down into columns - Name, Days Worked, Total Overtime (O/T), Average Overtime (O/T), and then AUO Percentage Qualified For, which could be 10 percent, 15 percent, 20 percent, or 25 percent. An alphabetical list of Agents is furnished to all divisions, and if requested, a squad breakdown of the same information provided in the alphabetical list will be furnished. At the end of the alphabetical listing of individual Agents, there will be set forth totals for the entire office for AUO including the office average for that Computation Period.

8-1.7.5 Special Circumstances

(1) Agents reporting to FBIHQ for in-service training and/or specialized training or to another field office on special assignment: If an Agent is out of his field office on special assignment or at FBIHQ for such things as in-service training, conferences, specialized training, etc., the office or division where the Agent is on special, or for the other purposes indicated, is responsible for maintaining a record of the AUO and furnishing these figures to the regular office of assignment of the Agent for entry on appropriate form FD-329. If the end of the two pay periods occurs under one of these circumstances, AUO to and including the last day of the two pay periods must be forwarded not later than the second workday of the next two pay periods to the regular office of assignment of the Agent concerned for entry on the FD-329. A new record should be started for the special assignment, etc., with the first day of the new two pay periods. At all times the permanent (white) FD-329 will remain in possession and control of the regular office of assignment of the Agent. Information concerning AUO under such circumstances may be furnished in any convenient form which will give the regular office of assignment necessary information to complete the Agent's permanent card. One suggested method would be the use of a temporary (pink) FD-329, which could, at the end of the two pay periods or completion of an assignment, be forwarded to the Agent's regular office of assignment and would contain all information required by the latter office for completion of the permanent FD-329. If no AUO is performed, the office of assignment should be advised for information.

(a) Exception - An exception to the above will be in case of Agents assigned to Anchorage, Honolulu, San Juan, and the legal attache offices. Due to distance and time required to transmit figures from FBIHQ, Agents from these offices attending in-service, or conferences at FBIHQ, which will extend over the end of the two pay periods, should have their cards forwarded to FBIHQ (certification for premium pay checked and card initialed). They will be completed at FBIHQ, as regards AUO, and combined with the other cards from the office when they are received.

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(2) Agents on transfer - When an Agent is ordered under transfer between field offices, the FD-329 should be forwarded to the new office of assignment with the time and attendance card.

(a) Exception - If the Agent is not to report to the new office until after the end of the current two pay periods, the losing office, upon the Agent's departure, should complete the current two pay periods card [ and forward it to FBIHQ, attention[Voucher and Payroll]Section, with a note disclosing the Agent's name, date of departure, and the office to which the Agent will report and the expected reporting date. FBIHQ will combine this card with the tabulation of the receiving office for its information and future use. The card for the next two pay periods should be forwarded to the new office.

#### 8-1.7.6 Additional FD-329 Cards

Each field office will be furnished a small working supply of blank forms FD-329 which will be of a color different from those furnished each two pay periods by FBIHQ. These cards are to be used only for emergency situations, such as where the card furnished by FBIHQ has become lost or mutilated, an Agent is on special assignment, where an Agent is reinstated directly in the field, or when recalculation of Agent's AUO necessitates changes. If FBIHQ divisions should require replacement cards, they must be [ obtained from[Voucher and Payroll]Section.

#### 8-1.7.7 Handling of AUO Cards

These cards are not to be stapled, punched, folded, or mutilated in any fashion. They are not to have matter affixed, such as scotch tape. If any of these things should happen to card, it should be replaced with one of the different color substitute cards and information transcribed.

#### 8-1.7.8 Firearms Training

Regular full workdays spent at firearms training should not be counted as workdays for overtime computation purposes. Travel performed for purpose of attending firearms training should not be counted as overtime.

#### 8-1.7.9 Computation of Overtime

Credit shall be given for all AUO performed in the amount of 15 minutes or more before or after regular working hours. Example: Normal duty hours being 8:15 a.m. to 5:00 p.m., an Agent on regular day shift signs in at 8:10 a.m. and signs out at 5:10 p.m., that Agent shall be credited with no AUO. If sign-in is 8:10 a.m. and sign-out is at 5:18 p.m., then credit 18 minutes' AUO. Work performed during a period of scheduled annual leave is not [ creditable. In determining total workdays, deduct all full days only of leave of any type, i.e., eight hours of leave must be taken on that day in order for the day to be deducted.

#### 8-1.7.10 Overtime Work Not Qualifying for AUO Pay

(1) All travel, interdivisional or intradivisional, not directly connected with investigative activity, such as travel in connection with:

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(a) In-service or other specialized schools, including police schools. This refers to travel by Agents attending such schools as students, instructors, or in any other capacity.

(b) Transfers

(c) Special assignments, other than those resulting from an event which could not be administratively scheduled or controlled (travel in connection with emergency and special assignments of this type may be counted).

(d) Inspections of resident agencies by SAC, ASAC, or supervisors.

(e) Conferences

(f) Training - which would include firearms training.

(g) Trips to headquarters city from resident agencies for dictation or file reviews and return to resident agency or to continue road trip.

(h) Speeches

(2) All travel by inspectors and inspector's aides for inspection purposes.

(3) All travel between FBIHQ and Quantico for any purpose.

(4) Work performed at home outside regular working hours should also not be counted as overtime.

8-1.7.11 Overtime Work Qualifying for AUO Pay

Overtime is to be counted only for that period of time when an employee is signed in on an official register and is in duty status. Work not enumerated 8-1.7.10 above is generally considered as qualifying for AUO pay. Mere occupancy of an Agent position, however, does not qualify an Agent for AUO pay. An employee qualifies by performing an average of at least three hours irregular or occasional overtime work a week. Once an employee has satisfied the minimum requirement for AUO pay, i.e., at least three hours of AUO per workweek, additional hours of irregular or occasional overtime performed during the same period must be paid as AUO, whether or not the additional duty meets the criteria for AUO pay. The employee, however, would be paid in accordance with applicable regulations for regular overtime work which has previous FBIHQ approval, night differential, Sunday, and holiday pay.

(1) Travel which results from an event which would not be scheduled or controlled administratively such as time spent traveling to appear as a Government witness in a trial qualifies for premium pay.

(2) Supervision or coordination of any overtime work qualifying for AUO pay when performed outside of regular duty hours on an irregular or occasional basis with the supervisory employee himself generally determining the necessity to remain on or return to duty also qualifies for premium pay.



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8-1.8 AUO Pay During Leave

Premium compensation will continue during periods of paid leave at the rate qualified for at the time the leave commences and for periods covered by lump sum payments.

8-2 OTHER TYPES OF PREMIUM PAY

Premium compensation on an annual basis for AUO is in lieu of all other types of premium pay except for regularly scheduled hourly overtime, night and Sunday work, and holiday duty under certain conditions. By law and supplemental regulations, Agents receiving premium overtime compensation (AUO) are precluded from being granted compensatory leave.

[ 8-2.1 Hourly[or Regular]Overtime Pay

[ (1) Officially scheduled hourly[or regular]overtime is compensated at one and one-half times the basic hourly rate of the individual with the restriction that this may not exceed the overtime rate for the first step of Grade GS 10. [Regular]overtime work is that which is approved by FBIHQ in advance and is regularly scheduled, which means that it will recur on successive days or after specified intervals. The occasional situation which arises, whereby an Agent is required to work overtime in an isolated instance, does not meet requirements for regularly scheduled overtime compensation. No Agent receiving premium overtime pay on an annual basis (AUO) is to be considered eligible under any conditions for[regular]overtime compensation without prior approval from FBIHQ.

[ [(2) For Agents, overtime scheduled in advance to recur on successive days must be of at least 7-days' duration and substantial in amount before it can be considered for authorization as regular overtime. An example would be 12-hour shifts scheduled for seven or more consecutive days. Likewise, overtime scheduled in advance to recur after specified intervals must recur at least weekly for one month or more and be substantial in amount before it can be considered for authorization as regular overtime. An example would be 8-hour shifts scheduled each Saturday and/or Sunday for one or more months.

[ (3) When regular overtime is authorized for Agents, they are normally maintained on the AUO rolls. For this reason, each normal workday (usually Monday through Friday) is counted as a "day worked" for the purposes of AUO computations even though Agents may be scheduled for regular overtime that day and do not work any AUO. Any overtime worked beyond that which is authorized as regular overtime is considered irregular and unscheduled, and will be counted as AUO. For example, if an Agent is scheduled for 12-hour shifts seven days a week for a month, and during one week happens to work 12 hours Monday through Thursday and 13 hours on Friday, Agent is entitled to four hours regular overtime daily, Monday through Friday, and one hour of AUO for the entire week. All five days (Monday through Friday) are counted as "days worked" for AUO computation purposes.

[ (4) Before any request for regular overtime for Agents is made, the division head should consider assigning additional Agents to reduce the amount of overtime necessary and preclude regular overtime. For example, instead of two 12-hour shifts to provide 24-hour coverage, three 8-hour shifts should be considered. Likewise, instead of 7-day workweeks, adjusted workweeks such as Sunday through Thursday and Tuesday through Saturday can be substituted.

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(5) Each division head is responsible for considering these alternatives and furnishing FBIHQ with full justification for not utilizing them when a request for regular overtime for Agents is made.

(6) In the event a federally sponsored in-service training session is scheduled for a one-week period from Monday through Friday, exempt employees are not entitled to overtime pay, holiday pay, AUO or compensatory time for travel on the preceding Sunday or the return trip, Friday evening. Nonexempt employees will be reimbursed by overtime pay for travel to a five-day in-service provided the travel occurs on the preceding Sunday when the actual travel falls within the regular work hours of the employee. Travel prior to or after the employee's normal work hours is not compensable. Should a Federal holiday occur during the week of a scheduled in-service, travel time on the preceding Sunday would not be compensable inasmuch as only a 32-hour workweek would be attained by the nonexempt employee.

#### 8-2.2 Night Differential Pay

If any of the regularly scheduled basic workweek falls between 6:00 p.m. and 6:00 a.m., the employee will be eligible for such hours not in excess of eight hours for night differential pay which is at the rate of 10 percent of the basic hourly rate of the individual. To qualify for night differential pay, the work must be duly authorized in advance and scheduled to recur on successive days or after specified intervals such as one designated day over a period of weeks. Night differential pay may be claimed when an employee is substituting for another employee on leave who was regularly scheduled to work during the regularly scheduled night differential period. (Note Time and Attendance Manual, Time and Attendance Workguide, Section 2-k. Refer to Part I, 8-6, of this manual regarding Wage Board employees.)

#### 8-2.3 Sunday Differential Pay

An Agent may also become eligible for Sunday differential pay if the regularly scheduled basic workweek includes Sunday as one of the official five workdays. Compensation will be at the rate of 25 percent of the basic hourly rate of the individual, not in excess of eight hours for the tour of duty.

#### 8-2.4 Holiday Pay

An Agent may also receive additional compensation if assigned to duty on an official holiday, which falls within the Agent's basic administrative workweek, at the rate of twice the Agent's hourly rate. Agents on call or on standby on a holiday would not receive holiday pay unless actually called in to work and then only for work performed during their official working hours. An Agent who is assigned or ordered to duty on a holiday is entitled to receive at least two hours of holiday pay but not more than eight hours of such compensation. No new permanent odd-hour shifts which would involve premium compensation should be set up or holiday pay claimed without advance FBIHQ approval. Should an emergency situation arise requiring prompt assignment of Agent personnel on a holiday, the SAC has the authority to utilize the necessary personnel and in these cases, because it is an emergency situation, the SAC may request that the Agents working receive holiday pay up to eight hours even if the hours worked fall outside of their normal working hours. The SAC should advise FBIHQ by communication of the action taken and in this communication certify that the action was necessary. [(See Part II, 1-2.4.4, of this manual, for listing of legal holidays.)]

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EMERGENCY DUTY IN EXCESS OF REGULAR WORKDAY

Where necessary for Agent to work through all or most of night because of emergency, division head may administratively change Agent's official workday. Division head should judiciously decide each case in light of Bureau's interest compared with Agent's physical well-being. However, in administering this, each day from 12 midnight must be considered as a unit for purposes of computing regular eight-hour shift and overtime. Any exceptions must be approved by FBIHQ. Follow principles illustrated in examples below:

(1) Agent whose regular hours are 8:15 a.m. to 5:00 p.m., Monday through Friday, reports for duty at 7:00 a.m. one day and because of emergency special works straight through (except for normal meal breaks) until 8:00 a.m. next day. Agent may be considered as having worked regular shift from midnight to 8:00 a.m. the second day and will not have to work regular hours 8:15 a.m. to 5:00 p.m. that day. Agent may claim overtime from 7:00 a.m. to 8:15 a.m. (or one and one-fourth hours) and from 5:00 p.m. to midnight (or six hours assuming one-hour break for dinner) making total of seven and one-fourth hours' overtime for first day. Since Agent stopped work at 8:00 a.m. next morning, Agent will have no overtime for second day.

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(2) Agent with same regular work hours and workweek reports for duty one day at 7:00 a.m. and because of emergency special works through until 4:00 a.m. following morning except for normal meal breaks. Agent will earn following on the first day: one and one-fourth hours' overtime from 7:00 a.m. to 8:15 a.m.; eight hours' regular time from 8:15 a.m. to 5:00 p.m.; and six hours' overtime (assuming one hour deducted for dinner) from 5:00 p.m. to 12 midnight, making a total of seven and one-fourth hours' overtime for first day. On second day Agent may be considered as having worked half a regular shift or four hours from 12 midnight to 4:00 a.m. [Agent] will have to work for an additional four hours sometime before midnight the second day (or, of course, be in an annual or sick leave status) to get credit for full regular shift on second day.

(3) Agent with same regular work hours and workweek reports for duty at 7:00 a.m. one day; quits work at 6:00 p.m. same day; returns to duty at 11:00 p.m. because of emergency special; works through until 5:00 a.m. next day; takes break for sleep; returns to office at 1:00 p.m.; and works through until 6:00 p.m. First day will be computed as follows: one and one-fourth hours' overtime from 7:00 a.m. to 8:15 a.m.; eight hours' regular time from 8:15 a.m. to 5:00 p.m.; one hour's overtime from 5:00 p.m. to 6:00 p.m.; one hour's overtime from 11:00 p.m. to 12 midnight, making total of three and one-fourth hours' overtime for first day. On second day Agent may be credited with five hours' regular time from 12 midnight to 5:00 a.m.; three additional hours' regular time from 1:00 p.m. to 4:00 p.m., thus completing [Agent's] regular 8-hour shift. Remainder from 4:00 p.m. to 6:00 p.m. will be overtime.

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WORKLOAD

Division head has continuing responsibility to insure equitable sharing of workload by Agents. FBIHQ insists that all division heads carry out this obligation completely and regularly.

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SPECIAL AGENT WEEKEND DUTY ASSIGNMENTS

SACs have the discretion to utilize Agents or qualified support personnel for duty during regular office hours on non-workdays. When an Agent comes up for such duty assignment, the workweek is to be administratively changed, to allow the individual to have another day off to replace the normal day off of either Saturday or Sunday, as the case may be. In the case of the Saturday duty assignment, the workweek of the Agent, for that particular week, is to be Tuesday through Saturday with normal days off in that week of Sunday and Monday. In the case of Sunday duty Agents, the workweek for that particular week will be Sunday through Thursday, with normal days off of Friday and Saturday. Should any of these official hours fall between 6:00 p.m. and 6:00 a.m. the individual will be entitled to related night differential pay, and if on Sunday to not over eight hours of Sunday differential pay. No new work shifts involving such additional premium pay are to be established without prior FBIHQ approval. Duty schedules should be established well in advance, in order that individuals concerned may be aware of their responsibilities, and make any necessary adjustments. Such weekend duty assignments are to be rotated among the Agent staff of the office.

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WAGE BOARD EMPLOYEES

Wage Board employees do not come under the Compensation Act; therefore, the following regulations governing Wage Board employees must be borne in mind:

(1) Wage Board employees are not permitted to earn compensatory leave but must be paid for overtime work performed.

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(2) Prior FBIHQ approval must be obtained for any scheduling of overtime.

(3) All work in excess of eight hours per day or 40 hours per week must be compensated for at one and one-half times the regular rate.

(4) A letter should be submitted to FBIHQ whenever an employee changes shifts, as well as noting time and attendance cards, in order that appropriate salary adjustments can be made.

(5) Wage Board employees are entitled to night differential of 7 1/2 percent for regularly scheduled nonovertime work when the majority of their work hours occurs between 3 p.m. and midnight; or 10 percent if the majority of their work hours occurs between 11 p.m. and 8 a.m. The night differential is paid for the entire shift when the majority of hours, meaning a number of whole hours greater than one-half (including meal breaks), falls within the specified periods.

(6) When Wage Board employee is temporarily assigned to a Classification Act position, Wage Board regulations concerning compensatory leave, overtime, night shifts, etc., apply until such time as the employee is permanently assigned to the Classification Act position.

[[8-7      HAZARDOUS DUTY PAY (ELECTRONICS TECHNICIAN)

[      Electronics Technician (ET) employees who are required to perform  
[ hazardous duties or duties involving physical hardship as indicated in Title  
[ 5, Code of Federal Regulations (CFR), Part 550, Subpart I, Appendix A, and as  
[ set forth below, are entitled to additional compensation. Those duties are:

[      (1) Exposure to Hazardous Weather or Terrain

[      (a) Work in rough and remote terrain. When working on  
[ cliffs, narrow ledges, or near vertical mountainous slopes where a loss of  
[ footing would result in serious injury or death, or when working in areas  
[ where there is danger of rock falls or avalanches.

[      (b) Traveling under hazardous conditions.

[      1. When travel over secondary or unimproved roads to  
[ isolated mountaintop installations is required at night, or under adverse  
[ weather conditions (such as snow, rain, or fog) which limits visibility to  
[ less than 100 feet, when there is danger of rock, mud, or snow slides.

[      2. When travel in the wintertime, either on foot or by  
[ means of vehicle, over secondary or unimproved roads or snow trails, in  
[ sparsely settled or isolated areas to isolated installations is required when  
[ there is danger of avalanches, or during "whiteout" phenomenon which limits  
[ visibility to less than 10 feet.

PART I

SECTION 8. PREMIUM COMPENSATION

3. When work or travel in sparsely settled or isolated areas results in exposure to temperatures and/or wind velocity shown to be of considerable danger or very great danger (see Windchill Chart, Title 5, CFR, Part 550, Subpart I, Appendix A-1), and shelter (other than temporary shelter) or assistance is not readily available.

(2) Height Work

Working on any structure of at least 50 feet above the base level, ground, deck, floor, roof, etc., under open conditions, if the structure is unstable or if scaffolding guards or other suitable protective facilities are not used, or if performed under adverse conditions, such as snow, sleet, ice on walking surfaces, darkness, lightning, steady rain, or high wind velocity.

[ It is generally expected that above duties[under (1) and (2)]will be performed only by the more experienced ETs and only on an irregular or intermittent basis. The rate of compensation is 25 percent of base pay for all hours in a pay status on the day in which the duties are performed.

[ The SAC must notify FBI Headquarters of hazardous duties performed, by teletype. Teletype is to include information relative to: the nature of the work performed and how this work meets Title 5, CFR, Part 550, Subpart I, Appendix A criteria; reason(s) why work could not be delayed until more favorable conditions existed; and the employee's pay and duty status for the day in which the work was performed (tour-of-duty, overtime, leave-without-pay, hazardous-duty-time, etc.). If it is determined that the ETs are performing hazardous duties that are not contained in Appendix A, efforts should be made to include these activities in the Appendix, pursuant to Title 5, CFR, Section 550.903(b).

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